

LUKAS, NACE, GUTIERREZ & SACHS

CHARTERED  
1650 TYSONS BOULEVARD  
SUITE 1500  
MCLEAN, VA 22102  
703-584-8678  
FAX: 703-584-8696

RUSSELL D. LUKAS+  
DAVID L. NACE+  
THOMAS GUTIERREZ+  
ELIZABETH R. SACHS+  
GEORGE L. LYON, JR.+  
PAMELA L. GIST+  
DAVID A. LAFURIA+  
MARILYN SUCHECKI MENSE+  
B. LYNN F. RATNAVALE+  
TODD SLAMOWITZ+  
STEVEN M. CHERNOFF+

CONSULTING ENGINEERS  
ALI KUZEHKANANI  
LEROY A. ADAM  
LEILA REZANAVAZ

OF COUNSEL  
JOHN J. MCAVOY+  
J. K. HAGE III++  
LEONARD S. KOLSKY+++

\*ADMITTED ONLY IN DC  
\*\*ADMITTED ONLY IN NY  
+++ADMITTED ONLY IN MA

<http://www.fcclaw.com>

WRITER'S DIRECT DIAL

(703) 584-8663  
[lsachs@fcclaw.com](mailto:lsachs@fcclaw.com)

March 16, 2005

**FILED ELECTRONICALLY**

Marlene H. Dortch, Secretary  
Federal Communications Commission  
445 Twelfth Street, S.W.  
Washington, DC 20554

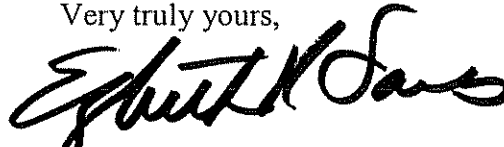
**RE: Redacted 800 MHz ESMR Election  
Airtel Wireless Services, LLC  
WT Docket No. 02-55**

Dear Ms. Dortch:

On behalf of Airtel Wireless Services, LLC ("Airtel"), and at the request of the Transition Administrator ("TA"), please find attached a redacted version of Airtel's January 24, 2005 TA Election filing. Because the confidential information in the attachments to that filing have been redacted, Airtel no longer requests that the attachments be kept confidential.

Kindly refer any questions or correspondence regarding this matter to the undersigned.

Very truly yours,



Elizabeth R. Sachs  
Counsel for Airtel Wireless LLC

Enclosures

cc: Robert B. Kelly, Esq.

LUKAS, NACE, GUTIERREZ & SACHS

CHARTERED  
1650 TYSONS BOULEVARD  
SUITE 1500  
MCLEAN, VA 22102  
703-584-8678  
FAX: 703-584-8696

RUSSELL D. LUKAS+  
DAVID L. NACE+  
THOMAS GUTIERREZ+  
ELIZABETH R. SACHS+  
GEORGE L. LYON, JR.+  
PAMELA L. GIST+  
DAVID A. LAFURIA+  
MARILYN SUCHECKI MENSE+  
B. LYNN F. RATNAVALE+  
TODD SLAMOWITZ+  
STEVEN M. CHERNOFF+

CONSULTING ENGINEERS  
ALI KUZEHKANANI  
LEROY A. ADAM  
LEILA REZANAVAZ

OF COUNSEL  
JOHN J. MCAVOY+  
J. K. HAGE III++  
LEONARD S. KOLSKY+++

\*ADMITTED ONLY IN DC  
\*\*ADMITTED ONLY IN NY  
+++ADMITTED ONLY IN MA

<http://www.fcclaw.com>

WRITER'S DIRECT DIAL

(703) 584-8663  
lsachs@fcclaw.com

January 21, 2005

SQUIRE, SANDERS & DEMPSEY

received  
JAN 21 2005

**HAND DELIVERED AND VIA E-MAIL**

800 MHz Transition Administrator  
c/o Robert B. Kelly  
Squire, Sanders & Dempsey L.L.P.  
1201 Pennsylvania Ave., N.W.  
P.O. Box 407  
Washington, DC 20044-0407

**RE: 800 MHz ESMR Election  
Airtel Wireless Services, LLC**

Dear Mr. Kelly:

On behalf of Airtel Wireless Services, LLC ("Airtel"), and in accordance with the directives set out in the January 6, 2005 Press Release from the 800 MHz Transition Administrator ("TA"), Airtel hereby advises the TA that it has elected the first option identified in the Press Release for the relocation of its 800 MHz Enhanced Specialized Mobile Radio ("ESMR") network. Airtel elects to relocate all of its stations in all of the markets in which it holds Economic Area ("EA") authorizations into the new ESMR portion of the 800 MHz band (862-869 MHz). The stations to be relocated to the ESMR band include site-based stations that were an integral part of the ESMR system as of November 22, 2004, as defined in the Press Release and as described in more detail herein.

The Federal Communications Commission ("FCC") already has identified Airtel as an ESMR in the 800 MHz rebanding proceeding. See, e.g., *Report and Order, Fifth Report and Order, Fourth Memorandum Opinion and Order*, WT Docket No. 02-55, 19 FCC Rcd 14969 at ¶ 159 (2004); *Supplemental Order and Order on Reconsideration*, WT Docket No. 02-55, FCC 04-294 at ¶ 75 (rel. Dec 22, 2004). Nonetheless, to ensure that Airtel's ESMR rights are protected, attached please find the following information:

Robert B. Kelly  
January 21, 2005  
Page 2

Attachment A - Contact information.

Attachment B - List of call signs in the ESMR network by EA.

Attachment C – Documentary evidence of an operating ESMR system:

Exhibit C.1 – Contour map identifying more than five overlapping interactive sites featuring hand-off capability of which at least one site has an antenna height of less than 30.4 meters (100 ft.) above ground level with an antenna height above average terrain (HAAT) of less than 152.4 meters (500 ft.) and twenty or more paired frequencies.

Exhibit C.2 – Letter from Richard E. Leicht, Vice President and Director of Customer Operations, North American iDEN Infrastructure Operation, Motorola, Inc (“Leicht Letter”).

Exhibit C.3 – Copies of relevant portions of site leases for stations in the network.

Exhibit C.4 – Example of Airtel marketing materials.

Attachment D – Documentary evidence of site-based stations that were an integral part of ESMR network as of November 22, 2004.

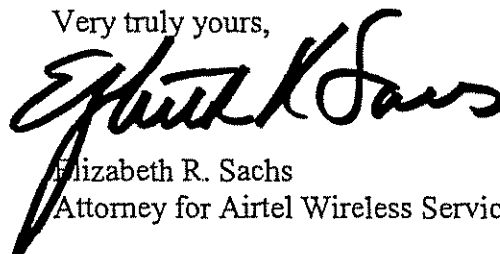
Exhibit D.1 – Contour maps demonstrating site-based stations with 40 dBu/V coverage contour overlapping 40 dBu/V coverage contour of another ESMR cell.

Exhibit D.2 – See Leicht Letter (Exhibit C.2) for confirmation of network hand-off capability.

Attachment E – Certification.

Airtel believes that the above-identified documentation demonstrates that the company has satisfied all applicable requirements for qualifying both its EA and site-based stations for relocation to the ESMR band. Should the TA believe that additional information is needed, Airtel would be pleased to discuss what further documentation is requested and, if necessary, how highly sensitive information about the operation of its network not generally available to the public could be reviewed by the TA without compromising the confidentiality of the data.

Very truly yours,



Elizabeth R. Sachs  
Attorney for Airtel Wireless Services, LLC

Enclosures

cc: James W. Brock

**REQUEST FOR CONFIDENTIALITY**  
**47 C.F.R. §§ 0.457(d) & 0.459**

Pursuant to Section 0.459 of the Commission's Rules, Airtel Wireless Services, LLC ("Airtel") requests confidentiality with respect to the attachments ("Attachments") associated with the attached 800 MHz EA Election Notification ("Election") pursuant to Section 1.2111(a) of the Commission's rules.

The following information is submitted pursuant to Section 0.459(b) of the Commission's rules:

- (1) Airtel requests that the Attachments attached herewith be given confidential treatment.
- (2) The Election is submitted to the Commission pursuant to an FCC Order in WT Docket No. 02-55 (DA 04-3676).
- (3) The information contained in the Attachments is confidential commercial information that is routinely withheld from public inspection in accordance with Section 0.457(d) of FCC Rules.
- (4) Airtel's ESMR network operates in a highly competitive environment in which specific information about the status of its activities could be of value to a competitor.
- (5) The information in the Attachments would not customarily be released to the public. Due to the competitive environment of the marketplace, release of this information could substantially harm Airtel.
- (6) In order to prevent unauthorized disclosure of the subject information, the copy of the Election is being uploaded as confidential when filed with the FCC's ECFS.
- (7) The subject information is not available to the public or any third parties.
- (8) Pursuant to Section 0.457(d) of the Commission's rules the subject material is not routinely available for public inspection and should continue to be withheld from public inspection at any time now or in the future.
- (9) Not Applicable

## **ATTACHMENT A**

## CONTACT INFORMATION

James W. Brock  
Airtel Wireless  
2940 Hardin Drive  
Henderson, NV 89074  
and  
201 Erie Drive  
Billings, MT 59101  
Tel: (702)897-9591  
Fax: (702) 897-0544  
E-mail: [brockjs@aol.com](mailto:brockjs@aol.com)

Elizabeth R. Sachs, Esq.  
Lukas, Nace, Gutierrez & Sachs, Chartered  
1650 Tysons Blvd., Ste. 1500  
McLean, VA 22102  
Tel: (703) 584-8663  
Fax: (703) 584-8695  
E-mail: [lsachs@fcclaw.com](mailto:lsachs@fcclaw.com)

## **ATTACHMENT B**

#### **EA 144 - Billings**

##### YC Licenses

WPSA407

WPSA410

WPSA411

WPSA414

WPSA430

WPSA433

##### YX Licenses

WPUV989

#### **EA 145 - Great Falls**

##### YC Licenses

WPRQ906

WPRQ928

##### YX Licenses

WPFG777

WPSW687

#### **EA 146 - Missoula**

##### YC Licenses

WPRQ907

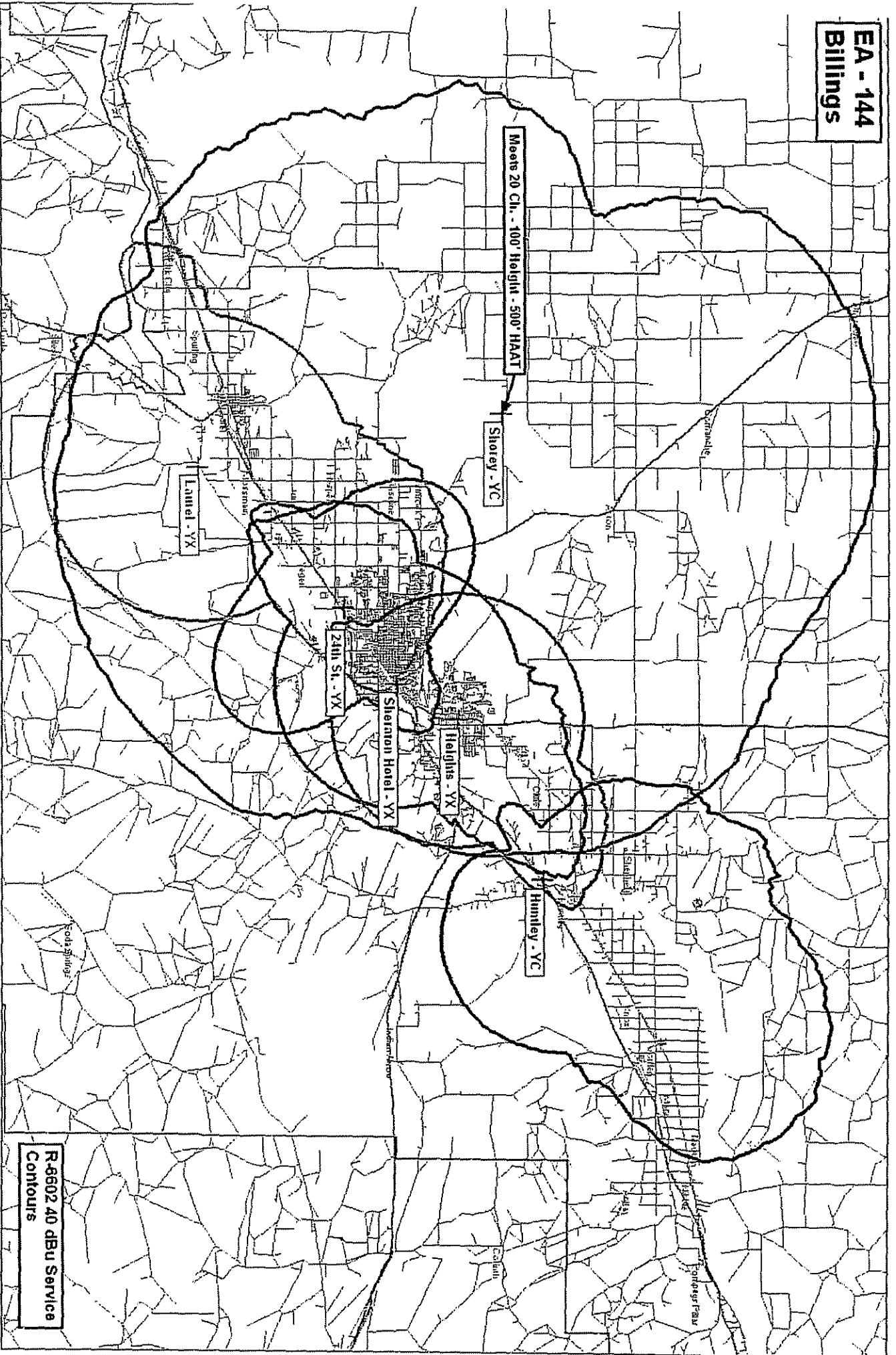
WPRQ913

WPRQ917



## **ATTACHMENT C**

## **EXHIBIT C.1**



## **EXHIBIT C.2**



January 20, 2005

Mr. James Brock  
Managing Member  
Airtel Wireless, LLC  
2940 Hardin Drive  
Henderson, NV 89074

Dear Mr. Brock:

This letter will confirm that Airtel Wireless, LLC has purchased and deployed a Harmony Wireless Communications System™ from Motorola, Inc. The Harmony system uses an iDEN-derivative technology and provides integrated two-way dispatch, cellular telephone and alphanumeric messaging. The system consists of the Harmony CompactMSO that manages all radio calling activity, all telephone interconnection, call processing and network management functions. The MSO permits call handoff between sites in the Harmony system and other functions inherent in a cellular system architecture. The Enhanced Base Transceiver System (EBTS) at each site location performs the transmission and reception of digital calls. The subscriber units are the same as those deployed on an iDEN network.

Motorola is pleased to support Airtel's continued deployment of its Harmony network.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Leicht', written over a horizontal line.

Richard E. Leicht  
Vice President and Director of Customer Operations  
North American iDEN Infrastructure Operation

## **EXHIBIT C.3**

~~XXXXXXXXXX~~  
1/1

## TOWER LEASE AGREEMENT

This lease, made and entered into by and between ~~XXXXXXXXXX, 87 W. 2nd St. Billings, MT 59107~~, hereinafter referred to as "Lessor", and Airtel Wireless, 201 Erie Dr. Billings, MT 59107 hereinafter referred to as "Lessee".

### WITNESSETH

IT IS MUTUALLY UNDERSTOOD AND AGREED by and between the parties hereto as follows:

#### 1. RECITALS:

(a) Lessor currently owns the building and tower (collectively, the "Site") located at ~~XXXXXXXXXX, Billings, Montana~~  
Latitude: ~~XXXXXX~~ Longitude: ~~XXXXXX~~  
Elevation: ~~XXXXXX~~ Tower height: ~~XXXXXX~~  
FCC ID:                     

(b) Lessee desires to obtain the right from Lessor to use a portion of the building and tower on the Site for the purpose of placing, operating and maintaining on the Site Lessee's telecommunications equipment that is listed on Exhibit A attached hereto and by this reference made a part hereto, (that equipment, along with any other equipment placed on the Leased Premises by Lessee in accordance with Section 5 hereof, hereafter referred to as the "Equipment"). Lessor is willing to grant such right to Lessee for such purpose subject to the terms and conditions set forth herein.

#### 2. TERM:

(a) NOW, THEREFORE, in consideration of the foregoing and payment of rent by Lessee and keeping and performance of the covenants and agreements by Lessee under this Lease, Lessor hereby leases to Lessee space on its tower on the Site and a portion of the existing building, for the placement, operation and maintenance of Lessee's Equipment and for no other purpose (collectively, the "Leased Premises"). Lessee's antennas shall be mounted at the XXX foot level on the XXXXX Tower Leg.

(b) To have and hold the above-leased premises unto the Lessee, from and after the FIRST DAY OF October, 1 2001 to and including the LAST DAY OF October, 1 2006 unless sooner terminated as hereinafter provided.

Site Name: ~~XXXXXX~~

2. **Term.** The "Initial Term" of this Agreement shall be five (5) years beginning on the date set forth below ("Commencement Date") and terminating on the tenth anniversary of the Commencement Date. This Agreement will automatically renew for three (3) additional terms (each a "Renewal Term") of five (5) years each, unless either party provides notice to the other of its intention not to renew not less than one hundred and twenty (120) days prior to the expiration of the Initial Term or any Renewal Term. COMMENCEMENT DATE: The earlier of, the date Tenant begins Installation of its Equipment at the site or

3. **Rent.** Beginning on the Commencement Date, Rent will be paid in equal monthly installments of ~~eight hundred dollars~~ in advance, due on the first day of each month, partial months to be prorated on a thirty (30) day month. Rent will be increased annually on the anniversary of the Commencement Date (during the initial and all Renewal Terms) by 2% of the monthly rate in effect for the prior year. This Agreement shall be effective on the date last executed by the parties provided that rent shall be subject to change at the discretion of Owner if this lease is not executed by Tenant and Owner by

**4. Title and Quiet Possession.** Owner represents and agrees (a) that it is in possession of the Site as fee owner or lessee under a ground lease, ("Ground Lease"); (b) that if applicable, upon request from Tenant, Owner will provide to Tenant a copy of the Ground Lease with financial and other confidential terms redacted; (c) that it has the right to enter into this Agreement (d) that the person signing this Agreement has the authority to sign; and (e) that Tenant is entitled to the quiet possession of the Site subject to zoning and other requirements imposed by governmental authorities, any easements, restrictions, or encumbrances of record throughout the initial Term and each Renewal Term so long as Tenant is not in default beyond the expiration of any cure period. Notwithstanding anything to the contrary contained in this Agreement, if the Site is subject to a Ground Lease, either party may terminate this Agreement without further liability



## SITE AGREEMENT [REDACTED]

LESSOR: [REDACTED], a [REDACTED]  
(hereinafter "[REDACTED]" or "Lessor"), [REDACTED]  
[REDACTED]

LESSEE: Airtel Wireless, (hereinafter "Lessee")

### RECITALS:

WHEREAS, [REDACTED] has certain rights with respect to a shared-use wireless communications facility (the "Site");

WHEREAS, Lessee is a provider of certain wireless communications services in the United States (Lessee's Wireless Business);

WHEREAS, Lessee wishes to obtain rights to utilize the Site for Lessee's Wireless Business, and [REDACTED] wishes to provide such rights on the terms and conditions set forth below;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties do hereby agree to the following Site Agreement (hereinafter "Agreement") effective upon full execution by the parties hereto and constitutes the entire agreement between the parties with respect to Lessee's occupancy of the Site and the services to be provided by [REDACTED] as follows:

1. **Leased Premises.** Lessor operates the Site described in Schedule A-1. Lessor desires to lease to Lessee and Lessee desires to lease from Lessor certain space at the Site for installation and operation of Lessee's equipment on the terms set forth herein and in Exhibit A. Lessor hereby leases to Lessee certain space at the Site as specified and described in Exhibit A (individually and collectively the "Leased Premises"). Prior to the commencement date of the initial term, Lessee shall have the right to conduct tests, studies and analyses of the prospective Site in preparation for Lessee's intended use. All such investigations shall be done at Lessee's expense, Lessee shall restore the Site to its original condition, and Lessee shall be liable for any damages resulting from the investigations. No such investigation shall be permitted to disturb existing Lessees at the Site, and before commencing any investigations Lessor and Lessee shall enter into an entry and testing agreement on terms substantially similar to those set forth in Exhibit B, Entry and Testing Agreement.

2. **Term.**

(a) The initial term and, if applicable, renewal terms, for the Leased Premises shall be as specified in Exhibit A. If Exhibit A provides for renewal terms, then, provided Lessee is not in default, the lease term for the Leased Premises identified in

EXHIBIT A

LEASE TERMS

LESSOR:

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

LESSEE:

Name: Airtel Wireless  
Address: 8981 West Sahara Suite 210  
City/State/Zip: Las Vegas, NV 89117

BILLING:

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

SITE:

Address: [REDACTED]  
City/County/State: [REDACTED]  
Coordinates [REDACTED]

1. **TERM:** This Agreement shall commence as of the Execution Date hereof and expire on the fifth (5<sup>th</sup>) anniversary of the Rent Commencement, as defined hereinbelow, unless earlier terminated in accordance with this Agreement. This Agreement shall automatically renew for five (5) consecutive renewal terms of five (5) years each, unless Lessee notifies the Lessor in writing at least three (3) months prior to the expiration of the Term or current Renewal Term, as applicable. However, no such renewal term shall extend beyond the remaining term of the underlying Ground Lease Agreement.

2. **RENT AND ESCALATION:** In addition to any other fees or expenses payable under the Agreement, Lessee shall pay monthly Rent in the amount of [REDACTED] exclusive of sales, use or other similar taxes or fees commencing on the day Lessee begins installation of any equipment on the Site, or 60 days from the date Lessor completes construction of the Site, whichever is sooner (the "Rent Commencement"). Rent shall be subject to increase by five percent (5%) on the annual anniversary date of the Rent Commencement of this Agreement during the Term or any Renewal Term, as applicable, of this Agreement. Rent shall be payable on or before the first day of each calendar month. Rent shall be prorated for any partial month.

1/1

## TOWER LEASE AGREEMENT ADDENDUM #1

Addendum to the existing TOWER LEASE AGREEMENT by and between Airtel Wireless LLC and [REDACTED] signed 04/08/02 by Lessee and 04/11/02 by Lessor.

**All terms and conditions of the original Lease remain in effect except for the following Changes and Amendments.**

Lessee's address has been changed to 8981 W. Sahara Avenue, Suite 210, Las Vegas, Nevada 89117,

**1. RECITALS:** Under this section add the following,

(aa) Lessor also currently owns the Building and Tower "[REDACTED]" (collectively, the "Site") located [REDACTED]  
[REDACTED]

(ab) Lessor also currently owns the Building and Tower "[REDACTED]" (collectively, the "Site") located [REDACTED]  
[REDACTED],

(ac) Lessor has in the planing stage an additional Building and Tower "[REDACTED]" (collectively the "Site") located at the [REDACTED]  
[REDACTED]

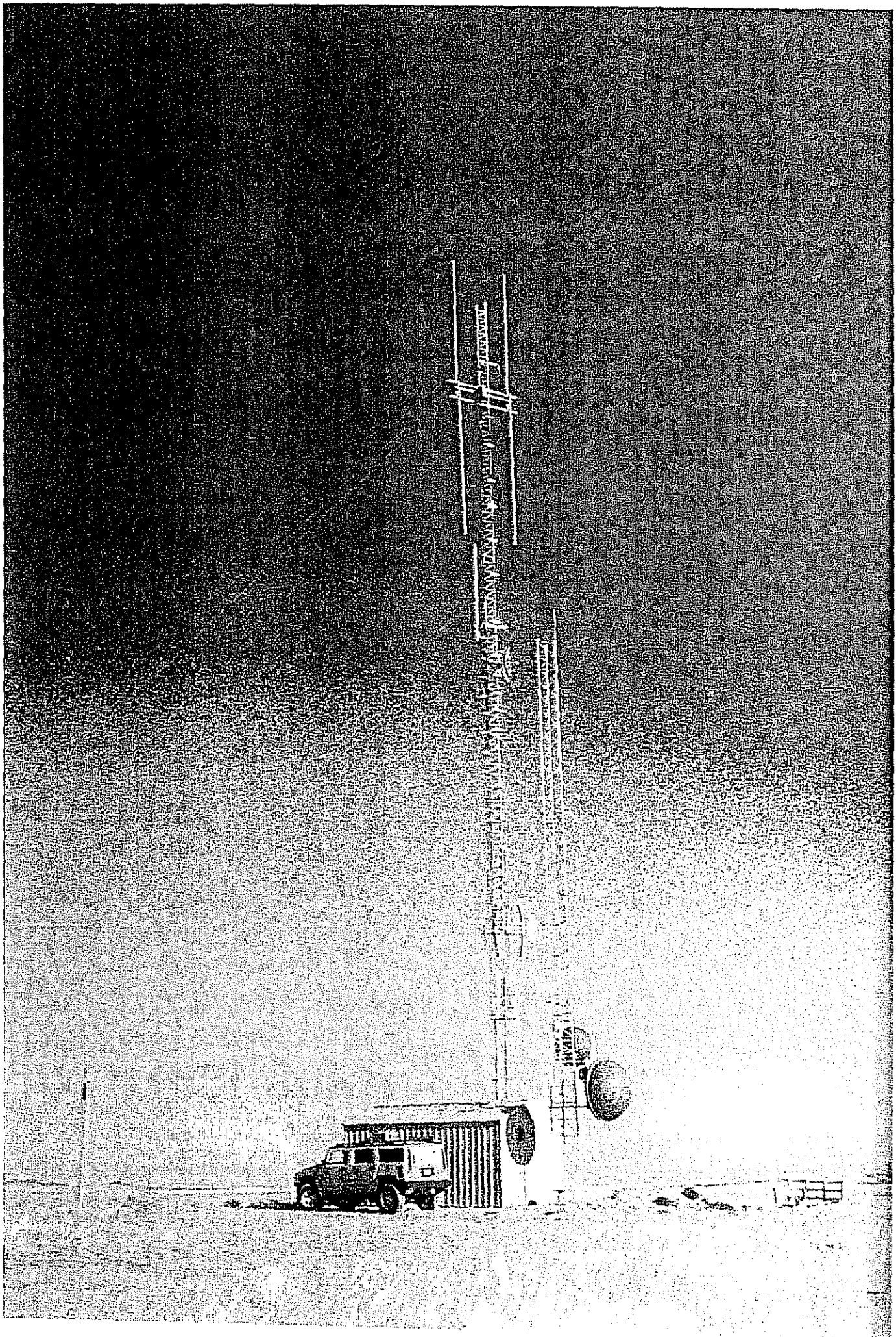
Lessor and lessee agree that the [REDACTED] Site is in the planning and permitting stage and will be constructed at the sole discretion of the Lessor. If this Site is not constructed there will be no penalties, fees or rentals due the Lessor by the Lessee or due the Lessee by the Lessor.

**2. TERM:** Under this section add the following,

(aa) [REDACTED]: Lessee's four antenna's shall be placed at approximately the [REDACTED] foot level.

(ab) [REDACTED]: Lessee's four antenna's shall be placed at approximately the [REDACTED] foot level. \*

(ac) [REDACTED]: Lessee's four antenna's shall be placed at approximately the [REDACTED] foot level.



1/2

## TOWER USE LICENSE

THIS AGREEMENT, is made as of this 9 day of 21, 2001, by and between

(“Owner”) and Airtell Wireless LLP (“User”).

### OWNER AND USER AGREE AS FOLLOWS:

1. **Scope of License.** Subject to the terms and conditions of this Tower Use License (“Agreement”) and of the Master Lease (as hereinafter defined), Owner hereby grants to User the non-exclusive right to install, maintain and operate the radio communications equipment described in **EXHIBIT A** annexed hereto and made a part hereof (“Equipment”) at Owner’s communications site described in **EXHIBIT B** annexed hereto and made a part hereof (“Site”). That portion of the Site to be occupied by the Equipment (“Licensed Premises”) is set forth in **EXHIBIT C** annexed hereto and made a part hereof.

2. **Term.** The term of this Agreement shall commence on October 1, 2001 (“Commencement Date”) and shall continue for a period of three (3) years (“Initial Term”), with two (2) additional one (1) year renewal periods (“Renewal Term(s)”). The Renewal Terms shall commence automatically without further action on the part of Owner or User; provided, however, that either party may terminate this Agreement at the expiration of the Initial Term or at the expiration of any Renewal Terms by giving the other party written notice not less than ninety (90) days’ prior to the expiration of the then current term.

3. **Fees.**

(a) User shall pay to Owner a monthly fee of \_\_\_\_\_ Dollars (“Base Fee”) during the Initial Term and Renewal Term, subject to the increases set forth in Paragraph 3(c) below, which shall be payable on the first day of every month. The Base Fee is exclusive of charges for the furnishing of electricity to User.

(b) The Base Fee is exclusive of charges for the furnishing of electricity to User. User shall pay Owner a monthly electric fee of \_\_\_\_\_ (“Electric Fee”). Notwithstanding the foregoing, Owner reserves the right to measure User’s electric usage at any time and increase the monthly Electric Fee to reflect User’s actual electric usage.

(c) Effective on the second anniversary of the Commencement Date of this Agreement, and on each anniversary of the Commencement Date thereafter, during the Initial Term and Renewal Term, the then current Base Fee payable by User to Owner shall be increased by an amount equal to four (4.0%) percent over the total Base Fee payable by User for the preceding twelve (12) month period.

(d) Owner shall provide, at Owner’s sole cost and expense, a standby power generator at the Site for User’s non-exclusive use. User shall, at User’s cost and expense, have the right to connect the Equipment to such generator. Additionally, Owner shall provide, at Owner’s sole cost and expense, mounting arms for the installation of User’s antennas. User shall be responsible for the cost and expense of installing the mounting arms and User’s antennas at the Site. The mounting arms shall at all times remain the property of Owner.

(e) User agrees that payment of the monthly Base Fee and the Electric Fee shall be due and paid without the necessity of a demand or invoice from the Owner. Any additional fees or other payments set forth herein shall be payable upon User’s receipt of an invoice from Owner. User shall pay an additional charge of five (5.0%) percent of the monthly fee for each payment made more than ten (10) days after its due date.

(f) All sums payable hereunder by User, including, but not limited to, the monthly Base Fee and Electric Fee payable pursuant to this Section 3, shall be payable to \_\_\_\_\_ and delivered to: \_\_\_\_\_. Base Fee payments shall be deemed the sole and exclusive property of Owner and shall not be subject to delay, offset, refund or placement in escrow for any reason or purpose.

EXHIBIT B

Site

Site Name: [REDACTED]

The Site consists of the telecommunications tower and equipment shelter located [REDACTED]

[REDACTED]  
[REDACTED]

The geodetic coordinates of the Site are:

[REDACTED]

[REDACTED]

---

EXHIBIT C

Licensed Premises

- (a) Space for three (3) antennas to be mounted at the 180' level of the tower (mounting method and exact location of antennas and transmission lines subject to Owner's approval).
- (b) Floor space measuring 4' x 4' x 6' within Owner's equipment shelter for User's two (2) radio cabinets, each measuring 2' x 2' x 6' tall (exact location of cabinets subject to Owner's approval).

**NOTE: RADIO CABINETS 50" OR LESS IN HEIGHT ARE SUBJECT TO STACKING AT OWNER'S DISCRETION**

[REDACTED]

SITE ID: [REDACTED]  
SITE NAME: [REDACTED]

TENANT SITE ID: [REDACTED]  
TENANT SITE NAME: [REDACTED]

## ANTENNA SITE AGREEMENT

1. **Premises and Use.** [REDACTED] (Owner) hereby leases to Airtel Wireless, LLC, a Minnesota, corporation ("Tenant"), the site described below: Tower antenna space; and a Shelter ("Shelter") which is approximately 10' x 16', for Tenant's base station equipment; and space required for Tenant's cable ladders, cable runs and cable bridges to connect telecommunications equipment and antennas, in the location shown on Exhibit A-1 and Exhibit A-2, together with a nonexclusive easement for reasonable access thereto and to the appropriate source of electric and telephone facilities, (collectively, the "Site"). The Site will be used by Tenant for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a telecommunications service system facility consisting of the antenna(s) and related equipment set forth on Exhibit B (the "Equipment"). If Tenant desires to place equipment on the Site in addition to that listed on Exhibit B, Owner and Tenant will negotiate the placement of the additional equipment and the associated increased rent. The placement of substitution equipment in accordance with Section 8 shall not constitute additional equipment unless the same shall utilize additional space or capacity. Tenant will use the Site in a manner which will not disturb the occupancy of Owner's other tenants.

2. **Term.** The "Initial Term" of this Agreement shall be five (5) years beginning on the date set forth below ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date. This Agreement will automatically renew for four (4) additional terms (each a "Renewal Term") of three (3) years each, unless either party provides notice to the other of its intention not to renew not less than one hundred and twenty (120) days prior to the expiration of the Initial Term or any Renewal Term. COMMENCEMENT DATE: The earlier of: the date Tenant begins Installation of its Equipment at the site or June 1, 2002.

3. **Rent.** Beginning on the Commencement Date, Rent will be paid in equal monthly installments of [REDACTED] in advance, due on the first day of each month, partial months to be prorated on a thirty (30) day month. Rent will be increased annually on the anniversary of the Commencement Date (during the initial and all Renewal Terms) by 3% of the monthly rate in effect for the prior year. This Agreement shall be effective on the date last executed by the parties provided that rent shall be subject to change at the discretion of Owner if this lease is not executed by Tenant and Owner by June 6, 2002.

4. **Title and Quiet Possession.** Owner represents and agrees (a) that it is in possession of the Site as fee owner; (b) that it has the right to enter into this Agreement (c) that the person signing this Agreement on behalf of Owner has the authority to sign; and (d) that Tenant is entitled to the quiet possession of the Site subject to zoning and other requirements imposed by governmental authorities, any easements, restrictions, or encumbrances of record throughout the initial Term and each Renewal Term so long as Tenant is not in default beyond the expiration of any cure period, and the rights of other tenants of Owner. This Agreement is subordinate to any mortgage or deed of trust now or hereafter placed of record by Owner against the Site. Promptly after this Agreement is fully executed, if requested by Tenant, Owner will request the holder of any such mortgage or deed of trust to execute a non-disturbance agreement in a form provided by Tenant, and Owner will cooperate with Tenant at Tenant's sole expense toward such an end to the extent that such cooperation does not cause Owner additional financial liability.

5. **Assignment Subletting.** Tenant may not assign or transfer this Agreement without the prior written consent of Owner, which consent will not be unreasonably withheld, delayed or conditioned. However, Tenant may assign without the Owner's prior written consent to any party controlling, controlled by or under common control with Tenant provided that the assuming party has comparable credit quality to that of Tenant. Tenant may not sublease this Agreement. In no event will Tenant be relieved of any obligations or liability hereunder.

6. **Access and Security.** Tenant will have the reasonable right of access to the Tower where its equipment is located. Tenant will have unrestricted access twenty-four (24) hours a day seven (7) days a week to its Shelter. In the event of an emergency situation which poses an immediate threat of substantial harm or damage to persons and/or property (including the continued operations of Tenant's telecommunications equipment) which requires

ANTSITE: [REDACTED]

TENANT INITIALS: [REDACTED]  
OWNER INITIALS: [REDACTED]

2/2

SITE ID: [REDACTED]  
SITE NAME: [REDACTED]

TENANT SITE ID: [REDACTED]  
TENANT SITE NAME: [REDACTED]

**EXHIBIT A-1**

To the Tower Space Lease Agreement dated June 1, 2002, between [REDACTED] as Lessor,  
and Airtel Wireless, LLC.

The Property is legally described as follows:

[REDACTED]  
[REDACTED]  
[REDACTED]

Street Address: [REDACTED]

ANTSITE: [REDACTED]

TENANT INITIALS:  
OWNER INITIALS:

[REDACTED]



**TOWER LEASE AGREEMENT**

**Site.**

This lease, made and entered into by and between [REDACTED], hereinafter referred to as "Lessor", and Airtel Wireless LLC 2940 Hardin, Henderson, NV 89074 hereinafter referred to as "Lessee".  
8781 1st. S. Hardin Ave. Suite 200 Henderson NV 89074

**WITNESSETH**

IT IS MUTUALLY UNDERSTOOD AND AGREED by and between the parties hereto as follows:

**1. RECITALS:**

(a) Lessor currently owns the building and tower (collectively, the "Site") located at [REDACTED] with the coordinates being as follows.  
[REDACTED]  
[REDACTED]

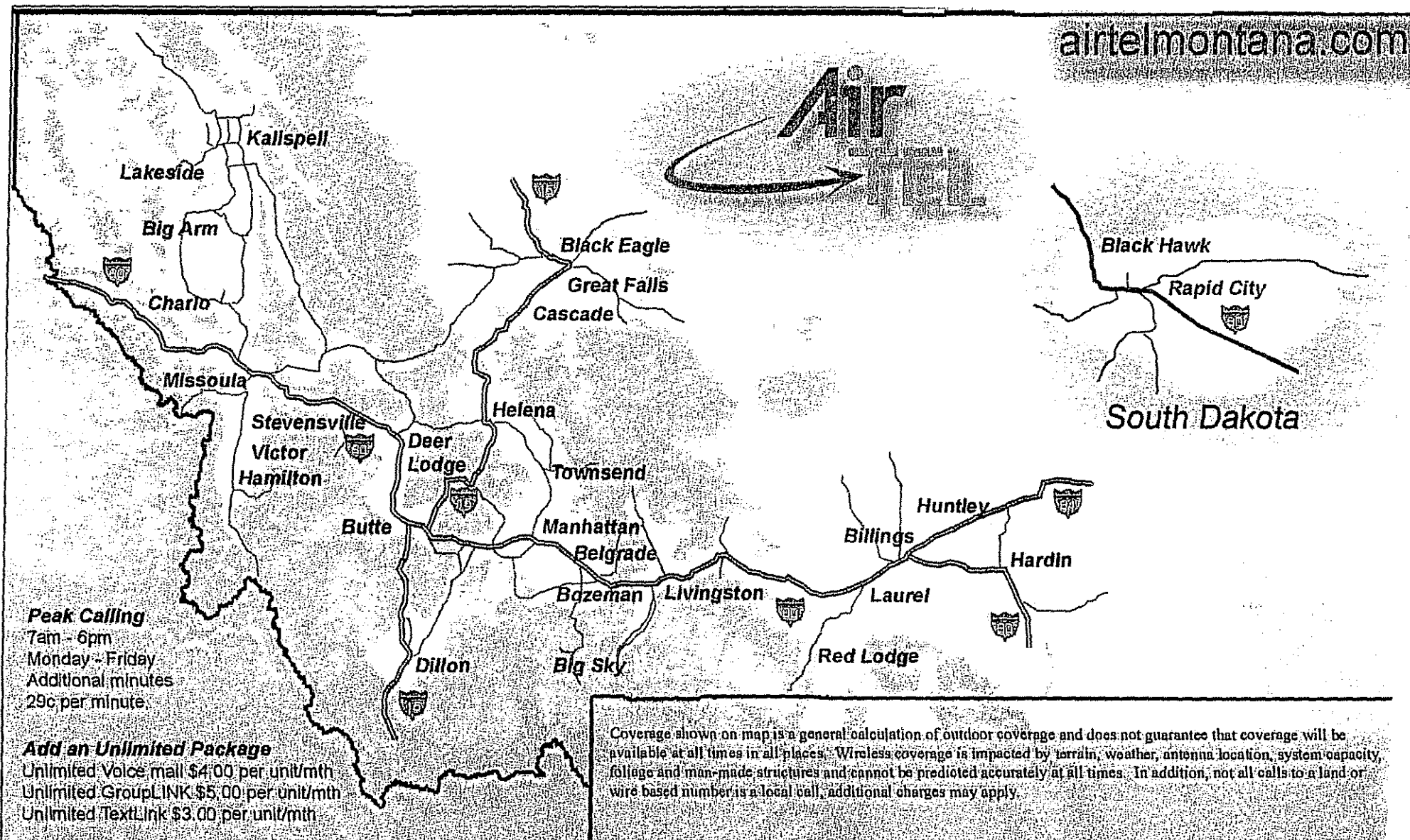
(b) Lessee desires to obtain the right from Lessor to use a portion of the building and tower on the Site for the purpose of placing, operating and maintaining on the Site Lessee's telecommunications equipment that is listed on Exhibit A attached hereto and by this reference made a part hereto, (that equipment, along with any other equipment placed on the Leased Premises by Lessee in accordance with Section 5 hereof, hereafter referred to as the "Equipment"). Lessor is willing to grant such right to Lessee for such purpose subject to the terms and conditions set forth herein.

**2. TERM:**

(a) NOW, THEREFORE, in consideration of the foregoing and payment of rent by Lessee and keeping and performance of the covenants and agreements by Lessee under this Lease, Lessor hereby leases to Lessee space on its tower on the Site and a portion of the existing building, for the placement, operation and maintenance of Lessee's Equipment and for no other purpose (collectively, the "Leased Premises"). Lessee's four antennas shall be placed at approximately the 100 foot level.

(b) To have and hold the above-leased premises unto the Lessee, from and after the FIRST DAY OF January 2002 to and including the LAST DAY OF December 2006 unless sooner terminated as hereinafter provided.

## **EXHIBIT C.4**



<b>Montana 15</b>	<b>\$15.00</b>	<b>Montana 19</b>	<b>\$19.00</b>	<b>Montana 24</b>	<b>\$24.00</b>	<b>Montana 29</b>	<b>\$29.00</b>
<b>Unlimited Digital 2Way</b>		<b>Unlimited Digital 2Way</b>		<b>Unlimited Digital 2Way</b>		<b>Unlimited Digital 2Way</b>	
		<b>100 Peak Local Minutes</b>		<b>500 Peak Local Minutes</b>		<b>Unlimited Local Minutes</b>	
		<b>Unlimited Nights and Weekends</b>		<b>Unlimited Nights and Weekends</b>		<b>Unlimited Nights and Weekends</b>	

**Your local, Low cost, Wireless Service Provider**

Change plans anytime, without penalty. All cell minutes are pooled. Cell minutes run up to 30 sec increments, not next minute. Night/Weekend cell minutes start at 6pm, not 9pm. Rates and coverage subject to change without notice.

## **ATTACHMENT D**

## **EXHIBIT D.1**

**EA - 145**  
**Great Falls**

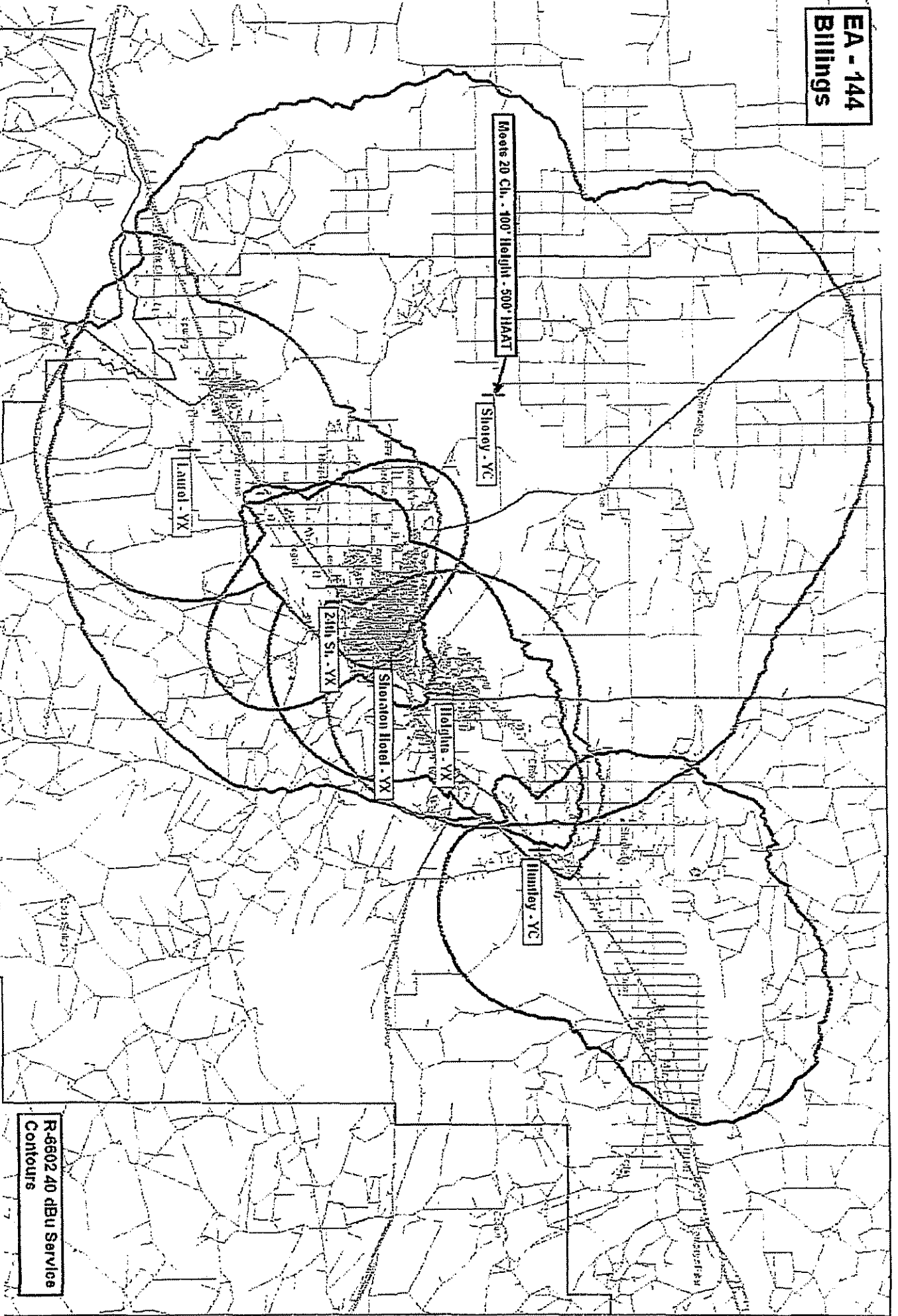
**Cascade - VY**

**Tumblweed - VY**

**R-6602 40 dBu Service Contours**

R-6602 40 dBu Service  
Contours

**EA - 144  
Billings**



**R-6602 40 dBu Service  
Contours**

## **EXHIBIT D.2**



**SEE EXHIBIT C.2**

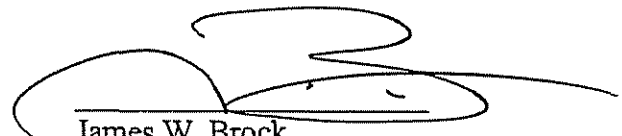
## **ATTACHMENT E**

## CERTIFICATION

I, James W. Brock, certify under penalty of perjury that the following is true and correct:

1. I am the managing member of Airtel Wireless Services, LLC.
2. The 800 MHz network operated by Airtel Wireless Services, LLC meets the definition of "ESMR" found in the 800 MHz Order (WT Docket No. 02-55) as of November 22, 2004.
3. The information provided in the foregoing election notification is true and correct.

Executed on 1-21-05.

  
James W. Brock